

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	UCC Termination		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COAST BUSINESS CREDIT, A DIVISION OF SOUTHERN PACIFIC BANK		08/09/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MAI SYSTEMS CORPORATION		
Street Address:	9600 JERONIMO ROAD		
City:	IRVINE		
State/Country:	CALIFORNIA		
Postal Code:	92718		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1868055	HOTEL INFORMATION SYSTEMS	
Registration Number:	1903407	PARAGON	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2129093078		
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	40106-9		
NAME OF SUBMITTER:	Susan Zablocki		

900145307

TRADEMARK  
REEL: 004078 FRAME: 0287

CH \$65.00 1868055

Signature:	//susan zablocki//
Date:	10/14/2009
<p><b>Total Attachments: 25</b></p> <p>source=DE SoS filings and UCC Termination#page1.tif source=DE SoS filings and UCC Termination#page2.tif source=DE SoS filings and UCC Termination#page3.tif source=DE SoS filings and UCC Termination#page4.tif source=DE SoS filings and UCC Termination#page5.tif source=DE SoS filings and UCC Termination#page6.tif source=DE SoS filings and UCC Termination#page7.tif source=DE SoS filings and UCC Termination#page8.tif source=DE SoS filings and UCC Termination#page9.tif source=DE SoS filings and UCC Termination#page10.tif source=DE SoS filings and UCC Termination#page11.tif source=DE SoS filings and UCC Termination#page12.tif source=DE SoS filings and UCC Termination#page13.tif source=DE SoS filings and UCC Termination#page14.tif source=DE SoS filings and UCC Termination#page15.tif source=DE SoS filings and UCC Termination#page16.tif source=DE SoS filings and UCC Termination#page17.tif source=DE SoS filings and UCC Termination#page18.tif source=DE SoS filings and UCC Termination#page19.tif source=DE SoS filings and UCC Termination#page20.tif source=DE SoS filings and UCC Termination#page21.tif source=DE SoS filings and UCC Termination#page22.tif source=DE SoS filings and UCC Termination#page23.tif source=DE SoS filings and UCC Termination#page24.tif source=DE SoS filings and UCC Termination#page25.tif</p>	

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

COAST BUSINESS CREDIT, A Division of  
Southern Pacific Bank  
12121 WILSHIRE BLVD., SUITE 1400  
LOS ANGELES, CA 90025-1174

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 11:28 AM 10/09/2002  
INITIAL FILING NUM: 2255167 3  
AMENDMENT NUMBER: 0000000  
SRV: 020625753

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME						
HOTEL INFORMATION SYSTEMS, INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
9601 JERONIMO ROAD		IRVINE		CA	92618	USA
1d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
			CORPORATION	DELAWARE	2856780 <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
2d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
COAST BUSINESS CREDIT, A Division of Southern Pacific Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
12121 WILSHIRE BLVD., SUITE 1400		LOS ANGELES		CA	90025 1174	USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's personal property assets including, but not limited to, the items of collateral described on Exhibit "A" attached hereto and incorporated herein by this reference.

THIS IS AN IN LIEU CONTINUATION FILING.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

FILED WITH: STATE OF DELAWARE

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Created From: UCC KWIK DOC Inc, P.O. Box 3205, Palm Beach, FL 33480

TRADEMARK  
REEL: 004078 FRAME: 0289

## EXHIBIT A

### TO FINANCING STATEMENT AND SECURITY AGREEMENT

Item 4. (continued) Collateral Description:

This FINANCING STATEMENT and SECURITY AGREEMENT covers, and Hotel Information Systems, Inc. ("Debtor") hereby grants Coast Business Credit, a division of Southern Pacific Bank ("Secured Party") a security interest in, the following types of items of property, as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party: All "Receivables", "Inventory", "Equipment", "General Intangibles", and "Deposit Accounts" ( as those terms are defined below), and all money, and all property now or at any time in the future in Secured Party's possession (including claims and credit balances), and all proceeds of any of the foregoing (including proceeds of any insurance policies, proceeds of proceeds, and claims against third parties), all products of any of the foregoing, and all books and records related to any of the foregoing. Debtor agrees that said security interest may be enforced by Secured Party in accordance with the terms and provisions of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code, or both (but this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party and Debtor).

For purposes of this Exhibit A, the following terms have the following meanings:

"Deposit Account" has the meaning set forth in the California Uniform Commercial Code in effect on the date hereof.

"Equipment" means all of the Debtor's present and hereafter acquired machinery, molds, machine tools, motors, furniture, equipment, furnishings, fixtures, trade fixtures, motor vehicles, tools, parts, dyes, jigs, goods and other tangible personal property (other than Inventory) of every kind and description used in Debtor's operations or owned by Debtor and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions or improvements to any of the foregoing, wherever located.

"General Intangibles" means all general intangibles of Debtor, whether now owned or hereafter created or acquired by Debtor, including, without limitation, all choses in action, causes of action, corporate or other business

records, Deposit Accounts, inventions, designs, drawings, blueprints, patents, patent applications, trademarks and the goodwill of the business symbolized thereby, names, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, security and other deposits, rights in all litigation presently or hereafter pending for any cause or claim (whether in contract, tort or otherwise), and all judgments now or hereafter arising therefrom, all claims of Debtor against Secured Party, rights to purchase or sell real or personal property, rights as a licensor or licensee of any kind, royalties, telephone numbers, proprietary information, purchase orders, and all insurance policies and claims (including without limitation life insurance, key man insurance, credit insurance, liability insurance, property insurance and other insurance), tax refunds and claims, computer programs, discs, tapes and tape files, claims under guaranties, security interests or other security held by or granted to Debtor, all rights to indemnification and all other intangible property of every kind and nature (other than Receivables).

"Inventory" means all of Debtor's now owned and hereafter acquired goods, merchandise or other personal property, wherever located, to be furnished under any contract of service or held for sale or lease (including without limitation all raw materials, work in process, finished goods and goods in transit, and including without limitation all farm products), and all materials and supplies of every kind, nature and description which are or might be used or consumed in Debtor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise or other personal property, and all warehouse receipts, documents of title and other documents representing any of the foregoing.

"Investment Property" has the meaning set forth in the California Commercial Code in effect on the date hereof.

"Receivables" means all of Debtor's now owned and hereafter acquired accounts (whether or not earned by performance), letters of credit, contract rights, chattel paper, instruments, securities, documents and all other forms of obligations at any time owing to Debtor, all guaranties and other security therefor, all merchandise returned to or repossessed by Debtor and all rights of stoppage in transit and all other rights or remedies of an unpaid vendor, lienor or secured party.

*All asset description.* The Debtor acknowledges and agrees that, in applying the law of any jurisdiction that at any time enacts all or substantially all of the uniform provisions of revised Article 9 of the Uniform Commercial Code approved by the American Law Institute and the National Conference of

Commissioners on Uniform State Laws and contained in the 1999 Official Text of the Uniform Commercial Code ("*Revised Article 9*"), the foregoing collateral description covers all personal property assets of the Debtor.

*Initial financing statement to continue effectiveness of pre-effective-date financing statements.* The following information is provided so that, upon the effective date of Revised Article 9 as applicable under the law of any relevant jurisdiction, this financing statement may be effective to continue the financing statements (the "*pre-effective-date financing statements*") identified below:

1. The mailing address of the Debtor is 9601 Jeronimo Rd., Irvine, CA, 92618.
2. The Debtor is an organization.
3. The Debtor's type of organization is a corporation.
4. The Debtor's jurisdiction of organization is Delaware.
5. The Debtor's organizational identification number is 2856780.
6. The pre-effective-date financing statements are those identified on the schedule below.
7. Each pre-effective-date financing statement remains effective.

*Schedule identifying pre-effective date financing statements.* The following schedule identifies each pre-effective-date financing statement:

Office in which the pre-effective-date financing statements is filed	Date of filing of the pre-effective-date financing statements	File number of the pre-effective-date financing statements	File number of the most recent continuation statement of the pre-effective-date financing statements
State of California	April 24, 1998	9811760228	

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

Deann Anderson (800) 247-4274

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FirstCity Servicing Corp.  
Attn: Deann Anderson  
P.O. Box 8216  
Waco, Texas 76714-8216

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 08:00 AM 06/27/2003  
INITIAL FILING NUM: 2255167 3  
AMENDMENT NUMBER: 3189930 4  
SRV: 030428009

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2255167 3 SRV:020625753 filed 10/9/02

1b. This FINANCING STATEMENT AMENDMENT is  
to be filed (for record) (or recorded) in the  
REAL ESTATE RECORDS.2. ☒ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☒ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.☐ **CHANGE** name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b. ☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION**

7a. ORGANIZATION'S NAME

WAMCO 31, Ltd.

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

P.O. Box 8216

CITY

Waco

STATE

TX

POSTAL CODE

76714-8216

COUNTRY

USA

7d. TAX ID #: SSN OR EIN ☐ ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Federal Deposit Insurance Corporation in its Capacity as Receiver of  
Southern Pacific Bank dba Coast Business Credit

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**

Hotel Information Systems Inc; 860010150

DE SOS

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

TRADEMARK

REEL: 004078 FRAME: 0293

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

Angie Summey 800-247-4274 ext. 2883

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FirstCity Servicing Corp.  
ATTN: Angie Summey  
PO Box 8216  
Waco, TX 76714-8216DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 08:30 AM 01/30/2004  
INITIAL FILING NUM: 2255167 3  
AMENDMENT NUMBER: 4044597 5  
SRV: 040068412

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2255167 3 SRV: 020625753 10/9/02

1b. This FINANCING STATEMENT AMENDMENT is  
to be filed (for record) (or recorded) in the  
REAL ESTATE RECORDS.2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.5. AMENDMENT (PARTY INFORMATION). This Amendment affects ☐ Debtor ☒ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

WAMCO 32, Ltd.

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

P.O. Box 8216

CITY

Waco

STATE

TX

POSTAL CODE

76714-8216

COUNTRY

US

7d. TAX ID #: SSN OR EIN ☐ ADD'L INFO RE ORGANIZATION DEBTOR ☐ 7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ recited collateral description, or describe collateral ☐ assigned.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

WAMCO 31, Ltd.

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Hotel Information Systems, Inc.

870020150

DE SOS

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

TRADEMARK  
REEL: 004078 FRAME: 0294

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Emily White	800-247-4274 ext. 2879
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
FirstCity Servicing Corp. ATTN: Emily White PO Box 8216 Waco, TX 76714-8216	

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 08:00 AM 06/07/2006  
INITIAL FILING NUM: 2255167 3  
AMENDMENT NUMBER: 6198952 4  
SRV: 060555093

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #	2255167 3	10/9/02	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.
2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY			
7d. TAX ID #: SSN OR EIN 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any			
<input type="checkbox"/> NONE			
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral: <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.			

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
WAMCO 32, LTD.			
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			

10. OPTIONAL FILER REFERENCE DATA	870020150	DE SOS
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FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

TRADEMARK  
REEL: 004078 FRAME: 0295

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
COAST BUSINESS CREDIT, A Division of Southern Pacific Bank 12121 WILSHIRE BLVD., SUITE 1400 LOS ANGELES, CA 90025-1174	

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 11:31 AM 10/09/2002  
INITIAL FILING NUM: 2255168 1  
AMENDMENT NUMBER: 0000000  
SRV: 020625754

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME						
MAI SYSTEMS CORPORATION						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
9601 JERONIMO ROAD			IRVINE	CA	92618	USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
22-2554549		CORPORATION	DELAWARE	2043475 <input type="checkbox"/> NONE		

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME** - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
				<input type="checkbox"/> NONE		

**3. SECURED PARTY'S NAME** (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
12121 WILSHIRE BLVD., SUITE 1400			LOS ANGELES	CA	90025-1174	USA

**4. This FINANCING STATEMENT covers the following collateral:**

All of Debtor's personal property assets including, but not limited to, the items of collateral described on Exhibit "A" attached hereto and incorporated herein by this reference.

THIS IS AN IN LIEU CONTINUATION FILING.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSOR/LESSEE	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable).	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)			All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

FILED WITH: STATE OF DELAWARE

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Created From: UCC KWIK DOC Inc, P.O. Box 3205, Palm Beach, FL 33480

TRADEMARK  
REEL: 004078 FRAME: 0296

## **EXHIBIT A**

### **TO FINANCING STATEMENT AND SECURITY AGREEMENT**

Item 4. (continued) Collateral Description:

This FINANCING STATEMENT and SECURITY AGREEMENT covers, and MAI Systems Corporation ("Debtor") hereby grants Coast Business Credit, a division of Southern Pacific Bank ("Secured Party") a security interest in, the following types of items of property, as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party: All "Receivables", "Inventory", "Equipment", "General Intangibles", and "Deposit Accounts" (as those terms are defined below), and all money, and all property now or at any time in the future in Secured Party's possession (including claims and credit balances), and all proceeds of any of the foregoing (including proceeds of any insurance policies, proceeds of proceeds, and claims against third parties), all products of any of the foregoing, and all books and records related to any of the foregoing. Debtor agrees that said security interest may be enforced by Secured Party in accordance with the terms and provisions of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code, or both (but this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party and Debtor).

For purposes of this Exhibit A, the following terms have the following meanings:

"Deposit Account" has the meaning set forth in the California Uniform Commercial Code in effect on the date hereof.

"Equipment" means all of the Debtor's present and hereafter acquired machinery, molds, machine tools, motors, furniture, equipment, furnishings, fixtures, trade fixtures, motor vehicles, tools, parts, dies, jigs, goods and other tangible personal property (other than Inventory) of every kind and description used in Debtor's operations or owned by Debtor and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions or improvements to any of the foregoing, wherever located.

"General Intangibles" means all general intangibles of Debtor, whether now owned or hereafter created or acquired by Debtor, including, without limitation, all choses in action, causes of action, corporate or other business

records, Deposit Accounts, inventions, designs, drawings, blueprints, patents, patent applications, trademarks and the goodwill of the business symbolized thereby, names, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, security and other deposits, rights in all litigation presently or hereafter pending for any cause or claim (whether in contract, tort or otherwise), and all judgments now or hereafter arising therefrom, all claims of Debtor against Secured Party, rights to purchase or sell real or personal property, rights as a licensor or licensee of any kind, royalties, telephone numbers, proprietary information, purchase orders, and all insurance policies and claims (including without limitation life insurance, key man insurance, credit insurance, liability insurance, property insurance and other insurance), tax refunds and claims, computer programs, discs, tapes and tape files, claims under guaranties, security interests or other security held by or granted to Debtor, all rights to indemnification and all other intangible property of every kind and nature (other than Receivables).

"Inventory" means all of Debtor's now owned and hereafter acquired goods, merchandise or other personal property, wherever located, to be furnished under any contract of service or held for sale or lease (including without limitation all raw materials, work in process, finished goods and goods in transit, and including without limitation all farm products), and all materials and supplies of every kind, nature and description which are or might be used or consumed in Debtor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise or other personal property, and all warehouse receipts, documents of title and other documents representing any of the foregoing.

"Investment Property" has the meaning set forth in the California Commercial Code in effect on the date hereof.

"Receivables" means all of Debtor's now owned and hereafter acquired accounts (whether or not earned by performance), letters of credit, contract rights, chattel paper, instruments, securities, documents and all other forms of obligations at any time owing to Debtor, all guaranties and other security therefor, all merchandise returned to or repossessed by Debtor and all rights of stoppage in transit and all other rights or remedies of an unpaid vendor, lienor or secured party.

*All asset description.* The Debtor acknowledges and agrees that, in applying the law of any jurisdiction that at any time enacts all or substantially all of the uniform provisions of revised Article 9 of the Uniform Commercial Code approved by the American Law Institute and the National Conference of

Commissioners on Uniform State Laws and contained in the 1999 Official Text of the Uniform Commercial Code ("*Revised Article 9*"), the foregoing collateral description covers all personal property assets of the Debtor.

*Initial financing statement to continue effectiveness of pre-effective-date financing statements.* The following information is provided so that, upon the effective date of Revised Article 9 as applicable under the law of any relevant jurisdiction, this financing statement may be effective to continue the financing statements (the "*pre-effective-date financing statements*") identified below:

1. The mailing address of the Debtor is 9601 Jeronimo Rd., Irvine, CA, 92618.
2. The Debtor is an organization.
3. The Debtor's type of organization is a corporation.
4. The Debtor's jurisdiction of organization is Delaware.
5. The Debtor's organizational identification number is 2043475.
6. The pre-effective-date financing statements are those identified on the schedule below.
7. Each pre-effective-date financing statement remains effective.

*Schedule identifying pre-effective date financing statements.* The following schedule identifies each pre-effective-date financing statement:

Office in which the pre-effective-date financing statements is filed	Date of filing of the pre-effective-date financing statements	File number of the pre-effective-date financing statements	File number of the most recent continuation statement of the pre-effective-date financing statements
State of California	March 16, 1998	9807560986	
State of New York	December 11, 1998	260598	

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME &amp; PHONE OF CONTACT AT FILER (optional)

Deann Anderson (800) 247-4274

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FirstCity Servicing Corp.  
Attn: Deann Anderson  
P.O. Box 8216  
Waco, Texas 76714-8216

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 08:00 AM 06/27/2003  
INITIAL FILING NUM: 2255168 1  
AMENDMENT NUMBER: 3189944 5  
SRV: 030428014

1a. INITIAL FINANCING STATEMENT FILE #

2255168 1 SRV: 020625754 filed 10/9/02

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1b. This FINANCING STATEMENT AMENDMENT is  
to be filed (for record) (or recorded) in the  
☐ REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.  
3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

WAMCO 31, Ltd.

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

P.O. Box 8216

CITY

Waco

STATE

TX

POSTAL CODE

76714-8216

COUNTRY

USA

7d. TAX ID #: SSN OR EIN ☐ ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.☐ NONE9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

MAI Systems Corporation; 860010150

DE SOS

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

TRADEMARK

REEL: 004078 FRAME: 0300

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Angie Summey	800-247-4274 ext. 2883
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
FirstCity Servicing Corp. ATTN: Angie Summey PO Box 8216 Waco, TX 76714-8216	

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 08:30 AM 01/30/2004  
INITIAL FILING NUM: 2255168 1  
AMENDMENT NUMBER: 4044593 4  
SRV: 040068410

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #		2255168 1 SRV: 020625754		10/9/02		1b. THIS FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.							
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.							
4. <input checked="" type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.							
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor <input checked="" type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).							
6. CURRENT RECORD INFORMATION:							
6a. ORGANIZATION'S NAME							
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX							
7. CHANGED (NEW) OR ADDED INFORMATION:							
7a. ORGANIZATION'S NAME							
WAMCO 32, Ltd.							
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX							
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY							
P.O. Box 8216 Waco TX 76714-8216 US							
7d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE							
8. AMENDMENT (COLLATERAL CHANGE): check only <u>one</u> box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.							

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME			
WAMCO 31, Ltd.			
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			

10. OPTIONAL FILER REFERENCE DATA	
MAI Systems Corporation	870020150 DE SOS

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/99)

TRADEMARK  
REEL: 004078 FRAME: 0301

**FIRSTCITY<sup>®</sup>**  
SERVICING CORPORATION

6400 Imperial Drive  
P.O. Box 8216  
Waco, Texas 76714  
(254) 751-1750  
Fax # (254) 761-2955

9345122  
*el*

September 25, 2001

Secretary of State, Div of Corporation, UCC  
Post Office Box 793  
Dover, DE 19903

RECEIVED  
DEPARTMENT OF STATE  
06 MAY 30 AM 8:00

Re: MAI Systems, Inc.

Asset No. 870020150

Dear Sir or Madame:

2255168-1

In reference to the above borrower, enclosed please find a UCC Termination Statement for recording.

Also enclosed is a check in the amount of \$50.00 for the recording fee. Please record and return a file-stamped copy to FirstCity Servicing Corp. in the enclosed envelope.

Thank you in advance for your assistance. Please do not hesitate to call me at (800) 247-4274 ext. 2879 if you need additional fees or information.

Sincerely,

*Emily White*

Emily White  
Collateral Assistant

Enclosures

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Emily White	800-247-4274 ext. 2879
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
FirstCity Servicing Corp. ATTN: Emily White PO Box 8216 Waco, TX 76714-8216	

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 08:00 AM 05/30/2006  
INITIAL FILING NUM: 2255168 1  
AMENDMENT NUMBER: 6185256 5  
SRV: 060519908

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #		2255168 1		10/9/02		1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.	
2. <input checked="" type="checkbox"/> <b>TERMINATION:</b> Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.							
3. <input type="checkbox"/> <b>CONTINUATION:</b> Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.							
4. <input type="checkbox"/> <b>ASSIGNMENT (full or partial):</b> Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.							
5. <b>AMENDMENT (PARTY INFORMATION):</b> This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> <b>CHANGE</b> name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> <b>DELETE</b> name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> <b>ADD</b> name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g, if applicable.							
6. <b>CURRENT RECORD INFORMATION:</b>							
6a. ORGANIZATION'S NAME							
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX							
7. <b>CHANGED (NEW) OR ADDED INFORMATION:</b>							
7a. ORGANIZATION'S NAME							
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX							
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY							
7d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE							
8. <b>AMENDMENT (COLLATERAL CHANGE):</b> check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.							

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
WAMCO 32, LTD.			
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			

10. **OPTIONAL FILER REFERENCE DATA**

MAI Systems Corp.

870020150

DE SOS

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

TRADEMARK  
REEL: 004078 FRAME: 0303

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

STATE OF DELAWARE  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 FILED 04:02 PM 11/16/2001  
 1148428 1 - 0000000  
 SRV: 010563018

A. NAME &amp; PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Buchalter, Nemer, Fields & Younger  
 601 South Figueroa Street, Suite 2400  
 Los Angeles, California 90017  
 Attn: Michael Wright, Paralegal

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

MAI SYSTEMS CORPORATION

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

9601 Jeronimo Road

CITY

Irvine

STATE

CA

POSTAL CODE

92618

COUNTRY

1d. TAX ID #: SSN OR EIN

ADDL INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

Delaware

1g. ORGANIZATIONAL ID #, if any

2043475

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

CA

POSTAL CODE

COUNTRY

2d. TAX ID #: SSN OR EIN

ADDL INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

COAST BUSINESS CREDIT, A DIVISION OF SOUTHERN PACIFIC BANK

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

12121 Wilshire Boulevard, Suite 1400

CITY

Los Angeles

STATE

CA

POSTAL CODE

90025

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

Debtor hereby grants Secured Party a security interest in all of the following, whether now owned or hereafter acquired and wherever located, as collateral for the payment and performance of all present and future indebtedness, guarantees and obligations of Debtor to Secured Party: All accounts, general intangibles, chattel paper, documents, letter of credit, instruments, deposit accounts, inventory, farm products, investment property, fixtures and equipment, as such items are defined in Division 9 of the California Uniform Commercial Code in effect on the date hereof; and all products, proceeds and insurance proceeds of any or all of the foregoing; including without limitation all types and items of property described on Exhibit A hereto (but this Financing Statement and Security Agreement shall be fully effective notwithstanding and lack of any Exhibit A). Debtor is not authorized to sell, transfer, or further encumber any of the foregoing collateral, except for the sale of inventory in the ordinary course of business and except as set forth in the Loan and Security Agreement between Debtor and Secured Party.

(THIS IS AN "IN LIEU" CONTINUATION FILING)

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOB	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> THIS FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors		<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA DELAWARE SECRETARY OF STATE						

471228

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

TRADEMARK  
 REEL: 004078 FRAME: 0304

**EXHIBIT "A"**  
**TO FINANCING STATEMENT AND SECURITY AGREEMENT**

**DEBTOR: MAI SYSTEMS CORPORATION**

**SECURED PARTY: COAST BUSINESS CREDIT, A DIVISION OF SOUTHERN  
PACIFIC BANK**

**Item No 4. (continued)**

**COLLATERAL DESCRIPTION**

This FINANCING STATEMENT and SECURITY AGREEMENT covers, and the undersigned ("Debtor") hereby grants Coast Business Credit, a division of Southern Pacific Bank ("Secured Party") a security interest in, the following types of items of property, as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party: All "Receivables", "Inventory", "Equipment", "General Intangibles", and "Deposit Accounts" (as those terms are defined below), and all money, and all property now or at any time in the future in Secured Party's possession (including claims and credit balances), and all proceeds of any of the foregoing (including proceeds of any insurance policies, proceeds of proceeds, and claims against third parties), all products of any of the foregoing, and all books and records related to any of the foregoing. Debtor agrees that said security interest may be enforced by Secured Party in accordance with the terms and provisions of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code, or both (but this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party and Debtor).

For purposes of the Exhibit A, the following terms have the following meanings:

**"Deposit Account"** has the meaning set forth in Section 9105 of the California Uniform Commercial Code in effect on the date hereof.

**"Equipment"** means all of Debtor's present and hereafter acquired machinery, molds, machine tools, motors, furniture, equipment, furnishings, fixtures, trade fixtures, motor vehicles, tools, parts, dyes, jigs, goods and other tangible personal property (other than Inventory) of every kind and description used in Debtor's operations or owned by Debtor and any interest in any of the foregoing and all attachments, accessories, accessions, replacements, substitutions, additions or improvements to any of the foregoing, whenever located.

**"General Intangibles"** means all general intangibles of Debtor, whether now owned or hereafter created or acquired by Debtor, including, without limitation, all choses in action, causes of action, corporate or other business records, Deposit Accounts, inventions, designs, drawings, blueprints, patents, patent applications, trademarks and the goodwill of the business symbolized thereby, names, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customers lists, security and other deposits, rights in all litigation presently or hereafter pending for any cause or claim (whether in contract, tort or otherwise), and all

**EXHIBIT "A"**  
**TO FINANCING STATEMENT AND SECURITY AGREEMENT**

**DEBTOR: MAI SYSTEMS CORPORATION**

**SECURED PARTY: COAST BUSINESS CREDIT, A DIVISION OF SOUTHERN  
PACIFIC BANK**

---

judgments now or hereafter arising therefrom, all claims of Debtor against Secured Party, rights to purchase or sell real or personal property, rights as a licensor or licensee of any kind, royalties, telephone numbers, proprietary information, purchase orders, and all insurance policies and claims (including without limitation life insurance, key man insurance, credit insurance, liability insurance, property insurance and other insurance), tax refunds and claims, computer programs, discs, tapes and tape files, claims under guaranties, security interests or other security held by or granted to Debtor, all rights to indemnification and all other intangible property of every kind and nature (other than Receivables).

"Inventory" means all of Debtor's now owned and hereafter acquired goods, merchandise or other personal property, wherever located, to be furnished under any contract of service or held for sale or lease (including without limitation all raw materials, work in process, finished goods and goods in transit, and including without limitation all farm products, and all materials and supplies of every kind, nature and description which are or might be used or consumed in Debtor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise or other personal property, and all warehouse receipts, documents of title and other documents representing any of the foregoing.

"Receivables" means all of Debtor's now owned and hereafter acquired accounts (whether or not earned by performance), letters of credit, contract rights, chattel paper, instruments, securities, documents and all other forms of obligations at any time owing to Debtor, all guaranties and other security therefor, all merchandise returned to or repossessed by Debtor, and all rights of stoppage in transit and other rights or remedies of an unpaid vendor, lienor or secured party.

*Initial financing statement to continue effectiveness of pre-effective-date financing statements.* The following information is provided so that, upon the effective date of Revised Article 9 as applicable under the law of any relevant jurisdiction, this financing statement may be effective to continue the financing statements (the "*pre-effective-date financing statements*") identified below:

1. The above address of the Debtor is a mailing address of the Debtor.
2. The Debtor is an organization.
3. The Debtor's type of organization is a corporation.
4. The Debtor's jurisdiction of organization is Delaware.
5. The Debtor's organizational identification number is 2043475.
6. The pre-effective-date financing statements are those identified on the schedule below.
7. Each pre-effective-date financing statement remains effective.

**EXHIBIT "A"**  
**TO FINANCING STATEMENT AND SECURITY AGREEMENT**

**DEBTOR: MAI SYSTEMS CORPORATION**

**SECURED PARTY: COAST BUSINESS CREDIT, A DIVISION OF SOUTHERN  
PACIFIC BANK**

---

*Schedule identifying pre-effective date financing statements.* The following schedule identifies each pre-effective-date financing statement:

Office in which the pre-effective- date financing statements is filed	Date of filing of the pre-effective- date financing statements	File number of the pre-effective- date financing statements	File number of the most recent continuation statement of the pre-effective-date financing statements
Secretary of State, California	03/16/98	9807560986	
Secretary of State, New York	12/11/98	260598	

THIS SPACE FOR USE OF FILING OFFICER

9807560986


**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**  
 This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)		B. FILING OFFICE ACCT. # (optional)	
C. RETURN COPY TO: (Name and Mailing Address)			
P6-0000-058-2 CALIFORNIA LENDERS' & ATTORNEYS' SERVICES 1000 G Street, Suite 223 Sacramento, California 95814 (916) 447-6237 Toll Free in California Only: (800) 952-5696 Account Number <u>1123</u>			

 FILED  
 SACRAMENTO, CA  
 MAR 16, 1998 AT 1319

 BILL JONES  
 SECRETARY OF STATE

D. OPTIONAL DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING

**1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)**

1a. ENTITY'S NAME			
MAI SYSTEMS CORPORATION			
OR	1b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
9601 JERONIMO ROAD		IRVINE	CA USA 92618
1d. S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
22-2554549		CORPORATION	DELAWARE
1g. ENTITY'S ORGANIZATIONAL I.D. #, if any			<input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)**

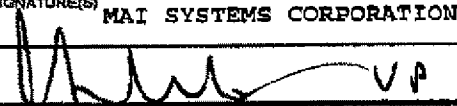
2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
2d. S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
2g. ENTITY'S ORGANIZATIONAL I.D. #, if any			<input type="checkbox"/> NONE

**3. SECURED PARTY'S (ORIGINAL SP or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)**

3a. ENTITY'S NAME			
COAST BUSINESS CREDIT, A DIVISION OF SOUTHERN PACIFIC BANK			
OR	3b. INDIVIDUAL'S LAST NAME		
	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
12121 WILSHIRE BLVD., SUITE 1111		LOS ANGELES	CA USA 90025-1174

**4. This FINANCING STATEMENT covers the following types or terms of property.**

Debtor hereby grants Secured Party a security interest in all of the following, whether now owned or hereafter acquired and wherever located, as collateral for the payment and performance of all present and future indebtedness, guarantees and obligations of Debtor to Secured Party: All "accounts", "general intangibles", "chattel paper", "documents", "letter of credit", "instruments", "deposit accounts", "inventory", "farm products", "investment property", "fixtures" and "equipment", as such items are defined in Division 9 of the California Uniform Commercial Code in effect on the date hereof; and all products, proceeds and insurance proceeds of any or all of the foregoing, including without limitation all types and items of property described on exhibit "A" hereto (but this Financing Statement and Security Agreement shall be fully effective notwithstanding and lack of any Exhibit "A"). Debtor is not authorized to sell, transfer, or further encumber any of the foregoing collateral, except for the sale of inventory in the ordinary course of business and except as set forth in the Loan and Security Agreement between Debtor and Secured Party.

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)		7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable	
6. REQUIRED SIGNATURE(S) MAI SYSTEMS CORPORATION 		8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum <input type="checkbox"/> (if applicable)	
		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

Created from: UCC KWIK Doc Inc., P.O. Box 3205, Palm Beach, FL 33480

**ACKNOWLEDGEMENT COPY**

FINANCING STATEMENT (FORM UCC1) (TRANS) (REV. 12/18/95)

 TRADEMARK  
 REEL: 004078 FRAME: 0308

**EXHIBIT "A"**  
**TO FINANCING STATEMENT AND SECURITY AGREEMENT**

This FINANCING STATEMENT and SECURITY AGREEMENT covers, and the undersigned ("Debtor") hereby grants Coast Business Credit, a division of Southern Pacific Bank ("Secured Party") a security interest in, the following types or items of property, as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party: All "Receivables", "Inventory", "Equipment", "General Intangibles", and "Deposit Accounts" (as those terms are defined below), and all money, and all property now or at any time in the future in Secured Party's possession (including claims and credit balances), and all proceeds of any of the foregoing (including proceeds of any insurance policies, proceeds of proceeds, and claims against third parties), all products of any of the foregoing, and all books and records related to any of the foregoing. Debtor agrees that said security interest may be enforced by Secured Party in accordance with the terms and provisions of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code, or both (but this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party and Debtor).

For purposes of the Exhibit A, the following terms have the following meanings:

"Deposit Account" has the meaning set forth in Section 9105 of the California Uniform Commercial Code in effect on the date hereof.

"Equipment" means all of Debtor's present and hereafter acquired machinery, molds, machine tools, motors, furniture, equipment, furnishings, fixtures, trade fixtures, motor vehicles, tools, parts, dies, jigs, goods and other tangible personal property (other than inventory) of every kind and description used in Debtor's operations or owned by Debtor and any interest in any of the foregoing and all attachments, accessories, accessions, replacements, substitutions, additions or improvements to any of the foregoing, wherever located.

"General Intangibles" means all general intangibles of Debtor, whether now owned or hereafter created or acquired by Debtor, including, without limitation, all choses in action, causes of action, corporate or other business records, Deposit Accounts, inventions, designs, drawings, blueprints, patents, patent applications, trademarks and the goodwill of the business symbolized thereby, names, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, security and other deposits, rights in all litigation presently or hereafter pending for any cause or claim (whether in contract, tort or otherwise), and all judgments now or hereafter arising therefrom, all claims of Debtor against Secured Party, rights to purchase or sell real or personal property, rights as a licensor or licensee of any kind, royalties, telephone numbers, proprietary information, purchase orders, and all insurance policies and claims (including without limitation life insurance, key man insurance, credit insurance, liability insurance, property insurance and other insurance), tax refunds and claims, computer programs, discs, tapes and tape files, claims under guarantees, security interests or other security held by or granted to Debtor, all rights to indemnification and all other intangible property of every kind and nature (other than Receivables).

"Inventory" means all of Debtor's now owned and hereafter acquired goods, merchandise or other personal property, wherever located, to be furnished under any contract of service or held for sale or lease (including without limitation all raw materials, work in process, finished goods and goods in transit, and including without limitation all farm products, and all materials and supplies of every kind, nature and description which are or might be used or consumed in Debtor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise or other personal property, and all warehouse receipts, documents of title and other documents representing any of the foregoing.

"Receivables" means all of Debtor's now owned and hereafter acquired accounts (whether or not earned by performance), letters of credit, contract rights, chattel paper, instruments, securities, documents and all other forms of obligations at any time owing to Debtor, all guarantees and other security therefor, all merchandise returned to or repossessed by Debtor, and all rights of stoppage in transit and other rights or remedies of an unpaid vendor, licor or secured party.

MAI SYSTEMS CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK

REEL: 004078 FRAME: 0309

# STATE OF NEW YORK

## Uniform Commercial Code - FINANCING STATEMENT - Form UCC-1

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Prepared: <b>2</b>	3. <input type="checkbox"/> The debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): <b>MAI Systems Corporation</b> 9601 Jannone Road Irvine, CA 92618 (See Exhibit A for additional address)	2. Secured Party(ies) Name(s) and Address(es): <b>Coast Business Credit,</b> a division of <b>Southern Pacific Bank</b> 12131 Wilshire Blvd., #1111 Los Angeles, CA 90025-1174	4. For Filing Officer Use, Time, No, Filing Office: <b>E-12</b>	
22-2554348		95-3676388	
5. This Financing Statement covers the following type(s) of property: See Exhibit "A" for collateral description.		6. Assignee(s) of Secured Party and Address(es):	
7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are to be used for: <input type="checkbox"/> The timber to be cut or minerals or the like (including oil and gas) is on: (Record Real Estate Below)		8. Assignee(s) of Secured Party and Address(es):	
9. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9. Name of a Record Owner	
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box): <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction; <input type="checkbox"/> when the collateral was brought into this state, or <input type="checkbox"/> when the debtor's location was changed to this state.			
MAI Systems Corporation		Coast Business Credit, a division of Southern Pacific Bank	
By: <u>[Signature]</u> (ELP research)		By: <u>[Signature]</u>	
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)	
(2) Filing Officer Copy - Acknowledgment STANDARD FORM - FORM UCC-1			

756584

## INSTRUCTIONS

- (1) Remove Secured Party and Debtor copies and send other three copies to the filing officer.
- (2) Filing fee - for filing in the office of the Secretary of State, see section 86-a of the Executive Law; for filing in the office of the County Clerk or New York City Register see section 8021(f) of the Civil Practice Law and Rules; or you may contact any of the respective offices for information relative to fees.
- (3) If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, preferably 7-1/2" x 10" or 7-1/2" x 8". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of this financing statement.
- (4) If collateral is crops or goods which are or are to become fixtures or timber to be cut, or minerals or the like (including oil and gas), check the appropriate box in item 7; check the box in item 8 the real estate by street and number, if any or if none, by description sufficient to identify it, such as "The real property described in Liber \_\_\_\_\_ of Deeds (or Mortgages) at Page \_\_\_\_\_", and by city or town and county, if any, and if in New York City, or Nassau or Onondaga County where the "block" system of recording or registering and indexing conveyances is in use, by the number of the block and of the Section, if any, and of the Lot, if any, of the real estate involved. Also give the name(s) of a record owner of the real estate in item 9.
- (5) When a copy of the security agreement is used as a Financing Statement, the filing fee is that of a non-standard form filing. It is requested that it be accompanied by a completed but unsigned set of these forms.
- (6) At the time of original filing, filing officer will return second copy as an acknowledgment.

**FILING NUMBER: 260598 FILING DATE: 12/11/1998**

**EXHIBIT "A"**  
**TO FINANCING STATEMENT AND SECURITY AGREEMENT**

**DEBTOR:** MAI SYSTEMS CORPORATION

**SECURED PARTY:** Coast Business Credit, a Division of Southern Pacific Bank

Debtor's dba/Trade name(s):

Debtor's Additional Address:

660 White Plains Road  
Tarrytown, New York 10591

(Continued)

This financing statement covers the following types (or items) of property:

Debtor hereby grants Secured Party a security interest in all of the following, whether now owned or hereafter acquired, and wherever located, as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party: All "accounts", "general intangibles", "Chattel paper", "documents", "letters of credit", "instruments", "deposit accounts", "inventory", "farm products", "investment property", "fixtures", and "equipment", as such terms are defined in Division 9 of the California Uniform Commercial Code in effect on the date hereof; and all products, proceeds and insurance proceeds of any or all of the foregoing; including without limitation all types and items of property described on Exhibit B hereto (but this Financing Statement and Security Agreement shall be fully effective notwithstanding any lack of any Exhibit B). Debtor is not authorized to sell, transfer, or further encumber any of the foregoing collateral, except for the sale of inventory in the ordinary course of business, and except as set forth in the Loan and Security Agreement between debtor and secured party.

By: L. A. Stanton

Title: VP & CFO

**EXHIBIT "B"**  
**TO FINANCING STATEMENT AND SECURITY AGREEMENT**

This FINANCING STATEMENT and SECURITY AGREEMENT covers, and the undersigned ("Debtor") hereby grants Coast Business Credit, a division of Southern Pacific Bank ("Secured Party") a security interest in, the following types or items of property, as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party: All "Receivables", "Inventory", "Equipment", "General Intangibles", and "Deposit Accounts" (as those terms are defined below), and all money, and all property now or at any time in the future in Secured Party's possession (including claims and credit balances), and all proceeds of any of the foregoing (including proceeds of any insurance policies, proceeds of proceeds, and claims against third parties), all products of any of the foregoing, and all books and records related to any of the foregoing. Debtor agrees that said security interest may be enforced by Secured Party in accordance with the terms and provisions of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code, or both (but this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party and Debtor).

For purposes of the Exhibit B, the following terms have the following meanings:

"Deposit Account" has the meaning set forth in Section 9105 of the California Uniform Commercial Code in effect on the date hereof.

"Equipment" means all of Debtor's present and hereafter acquired machinery, molds, machine tools, motors, furniture, equipment, furnishings, fixtures, trade fixtures, motor vehicles, tools, parts, dies, jigs, goods and other tangible personal property (other than Inventory) of every kind and description used in Debtor's operations or owned by Debtor and any interest in any of the foregoing and all attachments, accessories, accessions, replacements, substitutions, additions or improvements to any of the foregoing, wherever located.

"General Intangibles" means all general intangibles of Debtor, whether now owned or hereafter created or acquired by Debtor, including, without limitation, all choses in action, causes of action, corporate or other business records, Deposit Accounts, inventions, designs, drawings, blueprints, patents, patent applications, trademarks and the goodwill of the business symbolized thereby, names, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, security and other deposits, rights in all litigation presently or hereafter pending for any cause or claim (whether in contract, tort or otherwise), and all judgments now or hereafter arising therefrom, all claims of Debtor against Secured Party, rights to purchase or sell real or personal property, rights as a licensor or licensee of any kind, royalties, telephone numbers, proprietary information, purchase orders, and all insurance policies and claims (including without limitation life insurance, key man insurance, credit insurance, liability insurance, property insurance and other insurance), tax refunds and claims, computer programs, discs, tapes and tape files, claims under guaranties, security interests or other security held by or granted to Debtor, all rights to indemnification and all other intangible property of every kind and nature (other than Receivables).

"Inventory" means all of Debtor's now owned and hereafter acquired goods, merchandise or other personal property, wherever located, to be furnished under any contract of service or held for sale or lease (including without limitation all raw materials, work in process, finished goods and goods in transit, and including without limitation all farm products, and all materials and supplies of every kind, nature and description which are or might be used or consumed in Debtor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise or other personal property, and all warehouse receipts, documents of title and other documents representing any of the foregoing.

"Receivables" means all of Debtor's now owned and hereafter acquired accounts (whether or not earned by performance), letters of credit, contract rights, chattel paper, instruments, securities, documents and all other forms of obligations at any time owing to Debtor, all guaranties and other security therefor, all merchandise returned to or repossessed by Debtor, and all rights of stoppage in transit and other rights or remedies of an unpaid vendor, licor or secured party.

MAI SYSTEMS CORPORATION

By: L.H. Stanton  
 Title: VP & COO/CFO

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kathleen A. Johnson  
CT Corporation -UCC  
208 S. LaSalle Street, 814  
Chicago, IL 60604

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 04:46 PM 08/09/2006  
INITIAL FILING NUM: 1148428 1  
AMENDMENT NUMBER: 6276493 4  
SRV: 060747558

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

11484281 (Filed 11/16/2001)

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

6. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

MAI SYSTEMS CORPORATION

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

COAST BUSINESS CREDIT, A DIVISION OF SOUTHERN PACIFIC BANK

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

[File with the Delaware Secretary of State (461095/72)]

kg 6707293 so-3

1 pg

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

TRADEMARK

REEL: 004078 FRAME: 0313

RECORDED: 10/14/2009